

# General terms and conditions.

Unless otherwise agreed or stated below, the ordinary common Nordic terms and conditions as stated in NL17 are in use when trading with Brd. Klee A/S.



BRD. KLEE A/S  
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www.klee.dk

## 1: Validity and application

These terms and conditions apply to all offers, sales and deliveries from Brd. Klee A/S, unless otherwise agreed in writing.

## 2: Price

All prices are in DKK excl. VAT, duties and taxes. If the sale is agreed in another currency Brd. Klee A/S reserves the right to change prices due to changes in exchange rates. For order value less than DKK 300, a fixed fee of DKK 100 will be added. Orders via Brd. Klee A/S webshop is subject to a fixed fee of DKK 100 for order value less than DKK 50.

## 3: Payment

Payment must be made according to the payment terms specified on the invoice. After due date default interest is calculated by 1.5% per month as well as compound interest. In addition an advance fee of DKK 100, – is charged. The buyer is not entitled to offset the purchase price unless the counterclaim is acknowledged by Brd. Klee A/S in writing. If Brd. Klee does not expect the buyer to be able to pay according to Brd. Klee A/S's terms of payment Brd. Klee A/S is entitled to require security for the price.

## 4: Reservation of title

Goods sold remain the property of Brd. Klee A/S until the entire order is paid.

## 5: Delivery

Delivery is ex works Albertslund, unless otherwise agreed in writing. Packaging such as pallets and pallet collars are debited each shipment. Brd. Klee A/S does not accept return of pallets and pallet collars. If delivery exceeds the agreed delivery time and the buyer was not informed of delivery delays, the purchaser is entitled to agreed penalty under the rules of NL17. For customized products Brd. Klee A/S reserves the right to supply the ordered quantity +/-10%.

## 6: Deficiencies

By deficiencies the Buyer must within 8 days after receiving the goods send a written claim to Brd. Klee A/S. The buyer loses the right to rely on defects in the sold if complaint has not taken place within 12 months after deployment, maximum 18 months after delivery. Brd. Klee A/S shall not be liable for losses, lost profits or other consequential financial loss occurred at the buyer or third parties arising out of the deficiency.

## 7: Product Liability

Brd. Klee A/S is not responsible for the buyer's use of the sold goods. Brd. Klee A/S shall not be liable for losses, profits or other economic consequences occurred at the buyer or third parties arising out of defects in the goods sold. A claim or demand for proportional refusal to Brd. Klee A/S cannot exceed the invoiced amount of the sold object.

## 8: Returns

Goods sold by Brd. Klee A/S can only be returned after prior written agreement and after assignment of return order no. If goods are returned without an assigned return order no. the goods are returned to the customer at his expenses. Returned goods must be free of damage, must be unused and packaging must be intact. Only products that are not customized can be returned. For any returned goods there will be a fee of min. 15% of the invoiced price or minimum DKK 100 per returned product line. Products that cannot be reused will not be deducted. Credit notes with a value of less than DKK 300, – will not be issued. Customised products and products no longer in stock are not returnable.

## 9: Documents

All information and data in Brd. Klee A/S's general sales materials, either in writing or digital at klee.dk/www.brd-klee.com, including drawings, product descriptions and objectives, may not directly or indirectly be deemed to contain guarantees and are binding only to the extent that the written agreement expressly refers to them. Brd. Klee A/S is not responsible for errors in data from suppliers and Brd. Klee A/S's own documentation.

## 10: Force majeure

Brd. Klee A/S shall not be liable for delay or failure to fulfil agreements reached as a result of force majeure, including war, insurrection, strike, lockout, blockade, export or import bans, confiscation, currency restrictions, fire, vandalism, natural disaster, a general scarcity of goods or other things that Brd. Klee A/S has not been able to avoid and whose consequences Brd. Klee A/S has been unable to avert. Both parties may terminate an agreement in writing where compliance has been impossible for more than 2 months due to force majeure.

## 11: Applicable law and jurisdiction

Any dispute that arise from these terms of sales and delivery shall be decided in a Danish court and the law court in Glostrup as venue.

*The above conditions are valid from January 1<sup>st</sup> 2021 and replace previous versions.*

CVR DK-46874412  
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